

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

JKJ WORKFORCE AGENCY, INC.

and

Case 01-CA-129948

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

BIG O AMUSEMENTS, INC.

and

Case 01-CA-129951

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

BIG ROCK AMUSEMENTS, LLC

and

Case 01-CA-130002

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

BROWN'S AMUSEMENTS, INC.

and

Case 01-CA-130009

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

CARSON & BARNES CIRCUS CO., INC.

and

Case 01-CA-130072

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

CASEY'S RIDES, INC.

and

Case 01-CA-130078

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

CHUCKWAGON

and

Case 01-CA-130872

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**CULPEPPER ENTERTAINMENT, LLC. D/B/A
CULPEPPER & MERRIWEATHER CIRCUS**

and

Case 01-CA-130083

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

FAMILY ATTRACTIONS AMUSEMENT CO., LLC

and

Case 01-CA-130086

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**FRANK JOSEPH & SONS, INC. D/B/A
JOLLY SHOWS**

and

Case 01-CA-130111

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

GILLETTE SHOWS, INC.

and

Case 01-CA-130120

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

GUADAGNO & SONS D/B/A G & S SHOWS

and

Case 01-CA-130122

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

HELM & SONS AMUSEMENTS, INC.

and

Case 01-CA-130126

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

KASTL AMUSEMENTS

and

Case 01-CA-130134

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

KELLY-MILLER BROS CIRCUS, LTD

and

Case 01-CA-130124

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**MARK FANELLI'S TRAVELING AMUSEMENT
PARK, INC**

and

Case 01-CA-130082

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

MITCHELL BROTHER'S & SON'S, INC

and

Case 01-CA-130106

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

MOORE'S GREATER SHOWS, LLC

and

Case 01-CA-130116

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

NETTERFIELD'S POPCORN & LEMONADE, INC.

and

Case 01-CA-129950

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

PARADISE AMUSEMENTS, INC.

and

Case 01-CA-129960

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

PUGH'S CONCESSIONS, INC.

and

Case 01-CA-130865

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

ROCKWELL AMUSEMENTS & PROMOTIONS, INC.

and

Case 01-CA-129964

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

S & S AMUSEMENTS, INC.

and

Case 01-CA-129987

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

S.J. ENTERTAINMENT, INC.

and

Case 01-CA-129990

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

SMOKEY'S GREATER SHOWS, INC.

and

Case 01-CA-129998

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**STEVE LISK D/B/A PREMIUM SHOWS
OF AMERICA**

and

Case 01-CA-130004

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

STRATES FINE FOODS

and

Case 01-CA-130013

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

SWYEAR AMUSEMENTS, INC.

and

Case 01-CA-130018

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

TALLEY AMUSEMENTS, INC.

and

Case 01-CA-130022

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

TINSLEY'S AMUSEMENTS, INC.

and

Case 01-CA-130027

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

W. SCOTT MILLER D/B/A MILLER AMUSEMENTS

and

Case 01-CA-130031

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

WAGNER'S CARNIVAL, LLC

and

Case 01-CA-130058

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

WINDY CITY AMUSEMENTS, INC.

and

Case 01-CA-130061

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**WOLD AMUSEMENTS, INC. D/B/A AMERICAN
TRAVELING SHOWS**

and

Case 01-CA-130063

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

DECISION AND ORDER

Statement of the Cases

On November 6, 2017, the above-captioned Employers (collectively, the Respondents), Charging Party Comit  de Apoyo a Los Trabajadores Agr colas, and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board regarding the unfair labor practice allegations and further providing for the Board's full authority to determine a remedy, and the Board's authority to issue an Order confirming any finding with respect to a remedy, if any, to be enforceable by any United States Court of Appeals with jurisdiction over the parties. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations with respect to the determination of liability; provided, however, that the Respondents retain the right to challenge a Board finding with respect to the remedy. Further, the parties waived their rights to contest the merits of the alleged violations contained in the above-captioned unfair labor practice charges and admitted that sufficient facts exist to warrant Board findings that the Respondents violated Section 8(a)(3), (2), and (1) by the conduct described below.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C.,

for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.¹

¹ On December 16, 2015, the Regional Director for Region 1 approved a partial informal settlement in the above-captioned cases, except for Case 01-CA-129948, pursuant to which the Respondent Employers agreed: not to provide unlawful assistance or support to Association of Mobile Entertainment Workers (AMEW) or any other union; not to recognize or deal with AMEW or any other union as their employees' exclusive collective-bargaining representative unless the union represents an uncoerced majority of their employees; that they have withdrawn their recognition of AMEW as their employees' exclusive collective-bargaining representative; to rescind their collective bargaining agreements with AMEW; and to provide the NLRB the pro rata amount of dues and initiation fees, if any, not provided by AMEW to the NLRB that were previously deducted from employee wages on behalf of AMEW and forwarded by the Respondents to AMEW. The issue of backpay, if any, was specifically reserved.

In addition, on November 27, 2015, the Regional Director for Region 1 approved a partial informal settlement in Case 01-CB-130161, pursuant to which AMEW agreed not to accept unlawful assistance or support from any employer or anyone acting on behalf of any employer; not to enter into, maintain, or enforce a collective-bargaining agreement that requires employees to join AMEW, or that permits an employer to withhold union dues from employees' wages, unless AMEW represents an uncoerced majority of its employees; not to accept recognition from any employer as its employees' exclusive collective-bargaining representative unless AMEW represents an uncoerced majority of its employees; to dissolve and stop maintaining or enforcing the collective-bargaining agreements that AMEW entered into with the Respondent Employers during the 2014 carnival season; and together with the Respondent Employers, to reimburse employees for all dues and initiation fees that they paid directly to the Union, or that the Respondent Employers deducted from their wages.

Both informal settlement agreements, among other things, provided for mailing of notices to employees and members in both English and Spanish, emailing of those notices, and compliance with the provisions of the notices. The same provisions would normally be included in the instant settlement stipulation; however, the parties agreed that only the affirmative provisions in our Order below would be included in the formal settlement stipulation submitted to the Board. In addition, the Regional Director has informed the Board of severe and highly unusual difficulties in communicating with the parties here, due to the seasonal and mobile nature of the Respondents' operations. Considering those extraordinary circumstances, as well as the fact that the earlier informal settlements relating to the issues in the above-captioned cases contained provisions that would normally be included in, but are absent from, this formal settlement stipulation, we have concluded that the absence of cease-and-desist provisions and a notice-posting provision here do not require rejection of the substantial settlement and admissions of liability in the anomalous circumstances of these particular cases. Here, all parties have expressed strong interests in resolving the merits of these unfair labor practice cases without further delay and proceeding to the compliance stage for a more expeditious determination of the amounts of backpay, if any, that are due to the employees. In light of that shared interest, we find that approval

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondents' businesses

(a) (i) At all material times, Respondent JKJ Workforce Agency, Inc. has been a corporation with an office and place of business in Rio Hondo, Texas, and has been assisting its clients in securing foreign workers to staff their seasonal operations in the U.S., and facilitating the consular processing of those workers through the H-2B visa process.

(ii) At all material times, Respondent Big O Amusements, Inc. has been a corporation with an office and place of business in Cardington, Ohio, and has been engaged in the operation of a mobile seasonal amusement business.

(iii) At all material times, Respondent Big Rock Amusements, LLC has been a corporation with an office and place of business in Chesaning, Michigan, and has been engaged in the operation of a mobile seasonal amusement business.

(iv) At all material times, Respondent Brown's Amusements has been a corporation with an office and place of business in Mesa, Arizona, and has been engaged in the operation of a mobile seasonal amusement business.

(v) At all material times, Respondent Carson & Barnes Circus Co., Inc. has been a corporation with an office and place of business in Hugo, Oklahoma, and has been engaged in the operation of a mobile seasonal amusement business.

(vi) At all material times, Respondent Casey's Rides, Inc. has been a corporation with an office and place of business in Utica, Kentucky, and has been engaged in the operation of a mobile seasonal amusement business.

(vii) At all material times, Respondent Chuckwagon has been a corporation with an office and place of business in Alta Loma, California, and has been engaged in the operation of a mobile seasonal amusement business.

(viii) At all material times, Respondent Culpepper Entertainment, Inc. d/b/a Culpepper & Merriweather Circus has been a corporation with an office and place of business in Powderly, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

of the formal settlement stipulation here effectuates the purposes of the Act in the peculiar circumstances of these cases.

(ix) At all material times, Respondent Family Attractions Amusement Co., LLC has been a corporation with an office and place of business in Valdosta, Georgia, and has been engaged in the operation of a mobile seasonal amusement business.

(x) At all material times, Respondent Frank Joseph & Sons, Inc. d/b/a Jolly Shows has been a corporation with an office and place of business in Annapolis, Maryland, and has been engaged in the operation of a mobile seasonal amusement business.

(xi) At all material times, Respondent Gillette Shows has been a corporation with an office and place of business in Pittsfield, Massachusetts, and has been engaged in the operation of a mobile seasonal amusement business.

(xii) At all material times, Respondent Guadagno & Sons d/b/a G&S Shows has been a corporation with an office and place of business in Garden Grove, California, and has been engaged in the operation of a mobile seasonal amusement business.

(xiii) At all material times, Respondent Helm & Sons Amusements, Inc. has been a corporation with an office and place of business in Colton, California, and has been engaged in the operation of a mobile seasonal amusement business.

(xiv) At all material times, Respondent Kastl Amusements has been a corporation with an office and place of business in Casa Grande, Arizona, and has been engaged in the operation of a mobile seasonal amusement business.

(xv) At all material times, Respondent Kelly Miller Brothers Circus, Ltd. has been a corporation with an office and place of business in Hugo, Oklahoma, and has been engaged in the operation of a mobile seasonal amusement business.

(xvi) At all material times, Respondent Mark Fanelli's Traveling Amusement Park, Inc. has been a corporation with an office and place of business in Rindge, New Hampshire, and has been engaged in the operation of a mobile seasonal amusement business.

(xvii) At all material times, Respondent Mitchell Brothers & Sons, Inc. has been a corporation with an office and place of business in Slidell, Louisiana, and has been engaged in the operation of a mobile seasonal amusement business.

(xviii) At all material times, Respondent Moore's Greater Shows, LLC has been a corporation with an office and place of business in Lyford, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

(xix) At all material times, Respondent Netterfield's Popcorn & Lemonade, Inc. has been a corporation with an office and place of business in Land O'Lakes,

Florida, and has been engaged in the operation of a mobile seasonal amusement business.

(xx) At all material times, Respondent Paradise Amusements, Inc. has been a corporation with an office and place of business in Ocala, Florida, and has been engaged in the operation of a mobile seasonal amusement business.

(xxi) At all material times, Respondent Pugh's Concessions, Inc. has been a corporation with an office and place of business in Lithia, Florida, and has been engaged in the operation of a mobile seasonal amusement business.

(xxii) At all material times, Respondent Rockwell Amusements & Promotions, Inc. has been a corporation with an office and place of business in North Scituate, Rhode Island, and has been engaged in the operation of a mobile seasonal amusement business.

(xxiii) At all material times, Respondent S&S Amusements has been a corporation with an office and place of business in Scott Township, Pennsylvania, and has been engaged in the operation of a mobile seasonal amusement business.

(xxiv) At all material times, Respondent S.J. Entertainment, Inc. has been a corporation with an office and place of business in New Braunfels, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

(xxv) At all material times, Respondent Smokey's Greater Shows, Inc. has been a corporation with an office and place of business in Bangor, Maine, and has been engaged in the operation of a mobile seasonal amusement business.

(xxvi) At all material times, Respondent Steve Lisko d/b/a Premium Shows of America has been a corporation with an office and place of business in Hubbard, Ohio, and has been engaged in the operation of a mobile seasonal amusement business.

(xxvii) At all material times, Respondent Strates Fine Foods has been a corporation with an office and place of business in Mt. Airy, Maryland, and has been engaged in the operation of a mobile seasonal amusement business.

(xxviii) At all material times, Respondent Swyear Amusements, Inc. has been a corporation with an office and place of business in New Athens, Illinois, and has been engaged in the operation of a mobile seasonal amusement business.

(xxix) At all material times, Respondent Talley Amusements, Inc. has been a corporation with an office and place of business in Fort Worth, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

(xxx) At all material times, Respondent Tinsley's Amusements, Inc. has been a corporation with an office and place of business in High Hill, Missouri, and has been engaged in the operation of a mobile seasonal amusement business.

(xxxi) At all material times, Respondent W. Scott Miller d/b/a Miller Amusements has been a corporation with an office and place of business in Webster, New Hampshire, and has been engaged in the operation of a mobile seasonal amusement business.

(xxxii) At all material times, Respondent Wagner's Carnival, LLC has been a corporation with an office and place of business in Aransas Pass, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

(xxxiii) At all material times, Respondent Windy City Amusements, Inc. has been a corporation with an office and place of business in St. Charles, Illinois, and has been engaged in the operation of a mobile seasonal amusement business.

(xxxiv) At all material times, Respondent Wold Amusements, Inc. d/b/a America's Traveling Shows has been a corporation with an office and place of business in Hanford, California, and has been engaged in the operation of a mobile seasonal amusement business.

(b) (i) Annually, in conducting its business operations, Respondent JKJ Workforce Agency provides services valued in excess of \$50,000 in aggregate to enterprises located outside the State of Texas.

(ii) Annually, in conducting its business operations, Respondent Big O Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Ohio.

(iii) Annually, in conducting its business operations, Respondent Big Rock Amusements, LLC provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Michigan.

(iv) Annually, in conducting its business operations, Respondent Brown's Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Arizona.

(v) Annually, in conducting its business operations, Respondent Carson & Barnes Circus Co., Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Oklahoma.

(vi) Annually, in conducting its business operations, Respondent Casey's Rides, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Kentucky.

(vii) Annually, in conducting its business operations, Respondent Chuckwagon provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of California.

(viii) Annually, in conducting its business operations, Respondent Culpepper Entertainment, Inc. d/b/a Culpepper & Merriweather Circus provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(ix) Annually, in conducting its business operations, Respondent Family Attractions Amusement Co., LLC provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Georgia.

(x) Annually, in conducting its business operations, Respondent Frank Joseph & Sons, Inc. d/b/a Jolly Shows provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Maryland.

(xi) Annually, in conducting its business operations, Respondent Gillette Shows provides services valued in excess of \$5,000 in aggregate to enterprises outside the Commonwealth of Massachusetts.

(xii) Annually, in conducting its business operations, Respondent Guadagno & Sons d/b/a G&S Shows provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of California.

(xiii) Annually, in conducting its business operations, Respondent Helm & Sons Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of California.

(xiv) Annually, in conducting its business operations, Respondent Kastl Amusements provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Arizona.

(xv) Annually, in conducting its business operations, Respondent Kelly Miller Brothers Circus, Ltd. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Oklahoma.

(xvi) Annually, in conducting its business operations, Respondent Mark Fanelli's Traveling Amusement Park, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of New Hampshire.

(xvii) Annually, in conducting its business operations, Respondent Mitchell Brothers & Sons, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Louisiana.

(xviii) Annually, in conducting its business operations, Respondent Moore's Greater Shows, LLC provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(xix) Annually, in conducting its business operations, Respondent Netterfield's Popcorn & Lemonade, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Florida.

(xx) Annually, in conducting its business operations, Respondent Paradise Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Florida.

(xxi) Annually, in conducting its business operations, Respondent Pugh's Concessions provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Florida.

(xxii) Annually, in conducting its business operations, Respondent Rockwell Amusements & Promotions, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Rhode Island.

(xxiii) Annually, in conducting its business operations, Respondent S&S Amusements provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Pennsylvania.

(xxiv) Annually, in conducting its business operations, Respondent S.J. Entertainment, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(xxv) Annually, in conducting its business operations, Respondent Smokey's Greater Shows, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Maine.

(xxvi) Annually, in conducting its business operations, Respondent Steve Lisko d/b/a Premium Shows of America provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Ohio.

(xxvii) Annually, in conducting its business operations, Respondent Strates Fine Foods provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Maryland.

(xxviii) Annually, in conducting its business operations, Respondent Swyear Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Illinois.

(xxix) Annually, in conducting its business operations, Respondent Talley Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(xxx) Annually, in conducting its business operations, Respondent Tinsley's Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Missouri.

(xxxi) Annually, in conducting its business operations, Respondent W. Scott Miller d/b/a Miller Amusements provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of New Hampshire.

(xxxii) Annually, in conducting its business operations, Respondent Wagner's Carnival, LLC provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(xxxiii) Annually, in conducting its business operations, Respondent Windy City Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Illinois.

(xxxiv) Annually, in conducting its business operations, Respondent Wold Amusements, Inc. d/b/a America's Traveling Shows provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of California.

(c) The Respondents are now, and have at all material times been, employers engaged in commerce within the meaning of Section 2(2), 2(6), and 2(7) of the Act.

2. The labor organization involved

At all material times, the Association of Mobile Entertainment Workers (AMEW) has been a labor organization within the meaning of Section 2(5) of the Act.

Facts

1. (a) At all material times, the following individuals held the positions set forth opposite their respective names, and have been supervisors of Respondent JKJ Workforce Agency ("Respondent JKJ") within the meaning of Section 2(11) of the Act and/or agents of Respondent JKJ within the meaning of Section 2(13) of the Act:

James Kendrick Judkins

Owner

(b) At all material times, the following individuals have been agents of Respondent JKJ within the meaning of Section 2(13) of the Act:

(i) Jorge Sanchez Vazquez

(ii) Victor Apolinar Barrios

- (iii) Liliana Isabel Santos Huesca
- (iv) Carlos Agustín Apolinar Barrios
- (v) Jesús Apolinar Barrios

2. At all material times, the following individuals held the positions set forth with their respective names, and have been supervisors within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act of the Respondent Employer opposite their name (collectively, the Respondent Employers):

(i) Big O Amusements, Inc.	Judy Otterbacher, Owner
(ii) Big Rock Amusements, LLC	Kelly McDonagh, Owner
(iii) Brown's Amusements, Inc.	Danny Brown, Owner
(iv) Carson & Barnes Circus Co., Inc.	Barbara Miller Byrd and Geary Byrd, Owners
(v) Casey's Rides, Inc.	J.D. Green, Owner
(vi) Chuckwagon	Irene Dugan, President
(vii) Culpepper Entertainment, LLC	
d/b/a Culpepper & Merriweather Circus	Eugene E. Key, III, President
(viii) Family Attractions Amusement Co., LLC	Dominic and Ruby Macaroni, Owners
(ix) Frank Joseph & Sons, Inc.	
d/b/a Jolly Shows	Peter Joseph, President
(x) Gillette Shows, Inc.	Betty Gillette, President
(xi) Guadagno & Sons d/b/a G&S Shows	Anthony Guadagno, Sr., President
(xii) Helm & Sons Amusements, Inc.	Debby Helm, CFO
(xiii) Kastl Amusements	Frank Kastl, Owner
(xiv) Kelly-Miller Bros. Circus Ltd.	James Royal, General Manager
(xv) Mark Fanelli's Traveling Amusement Park, Inc.	Mark Fanelli, President
(xvi) Mitchell Bros. & Sons, Inc.	Gus Mitchell, Owner
(xvii) Moore's Greater Shows, LLC	Ricky Moore, Owner
(xviii) Netterfield's Popcorn & Lemonade, Inc.	Ronald Netterfield, Owner
(xix) Paradise Amusements, Inc.	Michael Parks, Owner
(xx) Pugh's Concessions, Inc.	Beau Pugh, Owner
(xxi) Rockwell Amusements & Promotions, Inc.	Harold Fera, President
(xxii) S&S Amusements, Inc.	Stephen Swika, Jr., President
(xxiii) S.J. Entertainment, Inc.	Steve Vander Vorste, President
(xxiv) Smokey's Greater Shows, Inc.	Jeanette Gilmore, President
(xxv) Steve Lisko d/b/a Premium Shows of America	Steven Lisko, Owner
(xxvi) Strates Fine Foods	Nick Strates, President
(xxvii) Swyear Amusements	Terry Swyear, President
(xxviii) Talley Amusements, Inc.	Mary Talley, Owner
(xxix) Tinsley's Amusements, Inc.	Richard Tinsley, Owner

(xxx) W. Scott Miller d/b/a Miller Amusements	W. Scott Miller, Owner
(xxxi) Wagner's Carnival, LLC	Jason Wagner, Owner
(xxxii) Windy City Amusements, Inc.	Tony and Ruth Salerno, Owners
(xxxiii) Wold Amusements, Inc. d/b/a America's Traveling Shows	Jason Wold, Owner

3. At all material times, the following individuals held the positions set forth opposite their respective names, and have been officers and/or agents of the Association of Mobile Entertainment Workers (AMEW) within the meaning of Section 2(13) of the Act:

(i) Liliana Isabel Santos Huesca	Director and President, Executive Committee
(ii) Jesus Ernesto Alarcon Barrios	Director and Vice President, Executive Committee
(iii) Carlos Agustin Apolinar Barrios	Director and Treasurer, Executive Committee
(iv) Jesús Apolinar Barrios	Director and Secretary, Executive Committee
(v) Isauro Colio Apodaca	Director
(vi) Antonio Cruz Villa	Director
(vii) Jairo Nahum Huesca del Moral	Director
(viii) Jorge Sánchez Vazquez	Association Representative

4. Between about the fall of 2013 and about February 2014, the Respondent Employers, by their agent Judkins, at various locations throughout the United States, gave assistance and support to AMEW, by:

(i) advising AMEW about which Respondent Employers would be receptive to working with the Union;

(ii) providing free transportation and lodging to Union representative Jorge Sanchez Vazquez while traveling with him to visit the various Respondent Employers;

(iii) introducing Sanchez Vazquez to the Respondent Employers prior to or following his meetings with their employees;

(iv) serving as an intermediary between AMEW and the Respondent Employers when AMEW requested recognition from the Respondent Employers;

(v) suggesting his sister, Deborah Judkins, for the position of office manager for AMEW;

(vi) reviewing collective-bargaining agreements proposed by AMEW with the Respondent Employers with the intent to encourage the Respondent Employers to execute said agreements;

(vii) serving as an advisor and translator for AMEW's Board of Directors by participating in its meetings of its Executive Board.

5. Between about the fall of 2013 and about February 2014, the Respondent Employers gave assistance and support to AMEW by:

(i) authorizing Union representative Jorge Sanchez Vazquez to meet with their employees, during working hours, to discuss their support for and solicit their membership in the Union;

(ii) recognizing AMEW as the exclusive collective-bargaining representative of certain of their employees.

6. Between about the fall of 2013 and about January 2014, the Respondent Employers granted recognition to, entered into, and since then, at all relevant times, have maintained and enforced collective-bargaining agreements with AMEW as the exclusive collective-bargaining representative of the following of their employees:

All mobile amusement and recreation attendants employed by the Respondent Employers at all of their itinerant locations throughout the United States, but excluding all office, clerical, supervisory and executive employees and non-itinerant employees (Article 02, Bargaining Unit and Unit Recognition).

7. The Respondent Employers and Respondent JKJ engaged in the conduct described above in paragraphs 5 and 6 even though AMEW did not demonstrate majority status to the Employers in each respective bargaining unit.

8. The collective-bargaining agreements described above in paragraph 6 provide as follows:

(i) Association Membership (Article 03)

Good standing membership in the Association shall be a condition of employment with Company for all bargaining unit employees who have such membership on the effective date of this Agreement; it shall also be a condition of employment with the Company for all other bargaining unit employees on or after the thirtieth (30th) day following the effective date of this Agreement, or on or after the thirtieth (30th) day following the beginning of their employment, whichever is later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Association a service charge to reimburse it for the cost of negotiating and administering this Agreement.

Good standing membership in the Association means such membership in Association of Mobile Entertainment Workers or affiliate of Association of Mobile Entertainment Workers.

In the event that [the first paragraph of this section] may not be lawfully applied, all employees shall be informed by the Company of the existence of this Agreement and the terms thereof and shall be advised by the Company that, in its opinion, good labor-management relations are and will be best served and promoted if such employees become and remain members of the Association. The Company agrees to implement and promote this provision by posting copies of the following notice in English and Spanish in prominent locations and including this with the employees [sic] pay for each of the first 4 pay periods that any covered employee is on payroll:

“NOTICE TO ALL MOBILE AMUSEMENT & RECREATION ATTENDANTS”

This Mobile Amusement Company is being operated under the terms of an Agreement with the Association of Mobile Entertainment Workers. All wages and conditions of employment are regulated by the terms of this Agreement.

Good labor management relations will be best served and promoted, in our opinion, if all of our employees covered by this agreement become and remain members of this Association.

Signed: _____

Name of Employer: _____

(ii) Check-Off (Article 13)

Subject to the requirements of law concerning authorization and assignment by the employees individually, the Company shall deduct membership dues (which shall be deemed to include periodic fixed dues, initiation fees and assessments) or, to the extent permitted by law, service charges, from the earnings of its employees at each pay period and transmit the same to the Association promptly.

Sums deducted by the Company under the provisions of [the above] paragraph shall be kept separate and apart from the general funds of the Company and shall be held in trust for the benefit of the Association.

9. The Respondent Employers and Respondent JKJ engaged in the conduct described above in paragraphs 5 and 6 even though the Union was not the lawfully recognized exclusive collective-bargaining representative of the units.

10. The Respondent Employers and Respondent JKJ admit that as a result of their conduct described above in paragraphs 4, 5, and 6, sufficient facts exist to warrant a Board finding that they have encouraged their employees to join AMEW.

11. The Respondent Employers and Respondent JKJ admit that as a result of their conduct described above in paragraphs 4, 5, 6, 7, and 8, sufficient facts exist to warrant a Board finding that they have been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(2) and (1) of the Act.

12. The Respondent Employers and Respondent JKJ admit that, as a result of their conduct described above in paragraphs 6, 7, and 8, sufficient facts exist to warrant a Board finding that they have been discriminating in regard to the hire or tenure or terms or conditions of employment of their employees, thereby encouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

13. The Respondent Employers and Respondent JKJ admit that the unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondents,² their officers, agents, successors and assigns, shall

² JKJ Workforce Agency, Inc., Rio Hondo, Texas; Big O Amusements, Inc., Cardington, Ohio; Big Rock Amusements, LLC, Chesaning, Michigan; Brown's Amusements, Mesa, Arizona; Carson & Barnes Circus Co., Inc., Hugo, Oklahoma; Casey's Rides, Inc., Utica, Kentucky; Chuckwagon, Alta Loma, California; Culpepper Entertainment, Inc. d/b/a Culpepper & Merriweather Circus, Powderly, Texas; Family Attractions Amusement Co., LLC, Valdosta, Georgia; Frank Joseph & Sons, Inc. d/b/a Jolly Shows, Annapolis, Maryland; Gillette Shows, Pittsfield, Massachusetts; Guadagno & Sons d/b/a G&S Shows, Garden Grove, California; Helm & Sons Amusements, Inc., Colton, California; Kastl Amusements, Casa Grande, Arizona; Kelly Miller Brothers Circus, Ltd., Hugo, Oklahoma; Mark Fanelli's Traveling Amusement Park, Inc., Rindge, New Hampshire; Mitchell Brothers & Sons, Inc., Slidell, Louisiana; Moore's Greater Shows, LLC, Lyford, Texas; Netterfield's Popcorn & Lemonade, Inc., Land O'Lakes, Florida; Paradise Amusements, Inc., Ocala, Florida; Pugh's Concessions, Inc., Lithia, Florida; Rockwell Amusements & Promotions, Inc., North Scituate, Rhode Island; S&S Amusements, Scott Township, Pennsylvania; S.J. Entertainment, Inc., New Braunfels, Texas; Smokey's Greater Shows, Inc., Bangor, Maine; Steve Lisko d/b/a Premium Shows of America, Hubbard, Ohio; Strates Fine Foods, Mt. Airy, Maryland; Swyear Amusements,

1. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Preserve and, within 21 days of a request or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due to their employees employed during the 2014 carnival season under the terms of the Board's Order.

(b) In lieu of production of the documents listed in paragraph (a), the Respondents may produce, within 21 days of a request or such additional time as the Regional Director may allow for good cause shown, a sworn statement, notarized or signed under penalty of perjury, affirming: (i) that they have already provided the Region with all responsive documents; and (ii) if accurate, that they do not possess, and did not maintain, any records of hours worked by their employees during the 2014 season.

(c) Within 21 days from the date of the Board's Order, make whole their employees employed during the 2014 carnival season, except that if the amounts, if any, due to employees are not yet agreed upon, a compliance proceeding will be commenced as soon as practicable to litigate the amount of backpay due, if any, to said employees. Interest on any backpay owed shall be computed in accordance with the formula set forth in *New Horizons*, 283 NLRB 1173 (1987).

Inc., New Athens, Illinois; Talley Amusements, Inc., Fort Worth, Texas; Tinsley's Amusements, Inc., High Hill, Missouri; W. Scott Miller d/b/a Miller Amusements, Webster, New Hampshire; Wagner's Carnival, LLC, Aransas Pass, Texas; Windy City Amusements, Inc., St. Charles, Illinois; and Wold Amusements, Inc. d/b/a America's Traveling Shows, Hanford, California.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 1 a sworn certification, on a form provided by the Region, attesting to the steps that the Respondents have taken to comply.

Dated, Washington, D.C., December 28, 2017.

Mark Gaston Pearce, Member

Lauren McFerran, Member

William J. Emanuel, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD